

WHEN RECORDED MAIL TO:
Questar Gas Company
P.O. Box 45360, Right-of-Way
Salt Lake City, UT 84145-0360
41115.RIVE.PLS.lc;

13335180
07/21/2020 11:57 AM \$40.00
Book - 10983 Pg - 2199-2204
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
PAUL SWAN
PO BOX 45360
SLC UT 84145
BY: DSA, DEPUTY - WI 6 P.

Space above for County Recorder's use
PARCEL I.D.# 27313760010000

RIGHT-OF-WAY AND EASEMENT GRANT
41115

RIVERTON CENTERCAL 2, LLC, a Delaware limited liability company, "Grantor", does hereby convey and warrant to QUESTAR GAS COMPANY dba Dominion Energy Utah, a corporation of the State of Utah, Grantee, its successors and assigns, for the sum of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a right-of-way and easement 20 feet in width to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace pipelines, valves, valve boxes and install cathodic monitoring and mitigation facilities and other gas transmission and distribution facilities (hereinafter collectively called "Facilities"), through and across the following described land and premises situated in the County of Salt Lake, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in the Southwest Quarter of Section 31, Township 3 South, Range 1 West, Salt Lake Base and Meridian;

the centerline of said right-of-way and easement shall extend through and across the above described land and premises as follows, to-wit:

Mountain View Village Phase 2
Gas Easement

Beginning at a point being South 89°34'03" East 1916.47 feet and North 00°25'57" East 331.17 feet from the Southwest Corner of said Section 31 and running thence North 05°56'24" West 20.13 feet; thence South 89°30'04" East 182.81 feet; thence North 53°25'19" East 199.81 feet; thence North 36°34'48" West 343.08 feet; thence North 65°37'59" West 17.92 feet; thence North 89°30'04" West 123.15 feet; thence North 00°34'50" East 20.00 feet; thence South 89°30'04" East 127.35 feet; thence South 65°37'59" East 27.33 feet; thence South 36°34'48" East 348.26 feet; thence North 53°25'19" East 300.62 feet; thence North 37°21'09" West 54.11 feet; thence North 23°37'33" West 37.42 feet; thence North 66°22'27" East 20.00 feet; thence South 23°37'33" East 35.01 feet; thence South 37°21'09" East 83.93 feet; thence South 63°25'39" East 53.96

feet; thence South 26°34'21" West 20.00 feet; thence North 63°25'39" West 58.59 feet; thence North 37°21'09" West 16.85 feet; thence South 53°25'19" West 300.88 feet; thence South 36°39'08" East 267.63 feet; thence South 63°02'17" East 57.52 feet; thence South 89°30'04" East 302.81 feet; thence South 71°55'45" East 69.59 feet; thence South 89°30'04" East 205.32 feet; thence North 00°29'56" East 386.96 feet; thence North 20°31'57" West 384.48 feet; thence North 18°00'31" East 6.42 feet; thence North 20°31'57" West 312.60 feet; thence North 00°34'45" East 2.00 feet; thence North 89°30'02" West 871.99 feet; thence North 00°21'32" East 14.61 feet; thence West 41.00 feet; thence North 00°34'50" East 19.61 feet; thence South 89°25'15" East 60.92 feet; thence South 00°21'32" West 13.78 feet; thence South 89°30'02" East 852.07 feet; thence North 00°34'45" East 12.59 feet, more or less, to the north line of 13200 South Street; thence, along said north line, South 89°25'15" East 20.00 feet; thence South 00°34'45" West 30.86 feet; thence South 20°31'57" East 315.86 feet; thence South 18°00'31" West 6.42 feet; thence South 20°31'57" East 381.20 feet; thence South 00°29'56" West 539.21 feet, more or less, to the north line of 13400 South Street; thence, along said north line, North 88°17'31" West 20.00 feet; thence North 00°29'56" East 128.12 feet; thence North 89°30'04" West 208.41 feet; thence North 71°55'45" West 69.59 feet; thence North 89°30'04" West 296.48 feet; thence South 00°29'56" West 140.02 feet, more or less, to the north line of 13400 South Street; thence, along said north line, North 89°33'54" West 20.00 feet; thence North 00°29'56" East 146.04 feet; thence North 63°02'17" West 53.44 feet; thence North 36°39'08" West 272.35 feet; thence South 53°25'19" West 206.53 feet; thence North 89°30'04" West 187.26 feet to the Point of Beginning.

Contains 92,710 Sq. Ft. (2.13 Ac.)

Basis of Bearing being South 89°34'03" East between the Southwest Corner and the South Quarter Corner of Section 31, Township 3 South, Range 1 West, Salt Lake Base and Meridian.

TO HAVE AND TO HOLD the same unto said QUESTAR GAS COMPANY, its successors and assigns, so long as such Facilities shall be maintained, with the right of ingress and egress to and from said right-of-way to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace the same. This right-of-way and easement shall carry with it the right to use any available access road(s) for the purpose of conducting the foregoing activities. During temporary periods, Grantee may use such portion of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the Facilities. Grantor shall have the right to use said premises for any purpose so long as such use does not unreasonably interfere with the Facilities or any other rights granted to Grantee hereunder.

Without limiting the generality of the foregoing, Grantor and Grantee do hereby covenant, warrant and agree as follows:

1. Grantor shall not build or construct, nor permit to be built or constructed, over or across the right-of-way and easement, any building, retaining walls, rock walls, footings or improvement which impairs the maintenance or operation of the Facilities.

2. Grantor shall not change the contour within the right-of-way and easement without prior written consent of Grantee, which consent shall not be unreasonably conditioned, withheld or delayed.

3. Grantor shall not plant, or permit to be planted, any deep rooted trees, or any vegetation with roots that may damage the Facilities, within the right-of-way and easement, without prior written consent of Grantee, which consent shall not be unreasonably conditioned, withheld or delayed.

4. Grantor shall not place personal property within the right-of-way and easement that impairs the maintenance or operation of the Facilities.

5. Following notice to and consultation with Grantor, Grantee shall have the right to cut and remove timber, trees, brush, overhanging branches, landscaping and improvements or other obstructions of any kind and nature which may injure or interfere with Grantee's use, occupation or enjoyment of this easement and right-of-way, without liability to Grantor, and without any obligation of restoration or compensation.

6. If, in connection with the use, occupation and enjoyment of the right-of-way and easement hereby granted, landscape, hardscape, sidewalk, existing utilities or other improvements on the Grantor property are damaged or destroyed by Grantee, or any employee, agent, contractor, subcontractor, permittee or builder of Grantee, Grantee shall, within a reasonable time under the circumstances, repair or replace such damaged or destroyed improvements. Notwithstanding the foregoing, Grantee has no obligation to replace any improvement or other item which (i) unreasonably interferes with the maintenance or operation of the Facilities or (ii) was installed in violation of the terms of this easement.

7. Notwithstanding that any Facilities shall have been installed, constructed and operating under the easement property as described above, Grantor may provide written notice to Grantee requesting Grantee to remove and relocate the Facilities and the easement and Grantee shall remove and relocate the Facilities, to another location mutually agreed upon by the Grantor and Grantee, provided that (i) the easement will remain not less than twenty (20) feet in width, (ii) such new location shall be adequate for the purposes of the easement described herein, and (iii) Grantor shall be responsible for the actual costs of removing and relocating the Facilities to the new location.

8. This right-of-way and easement shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee or Grantor.

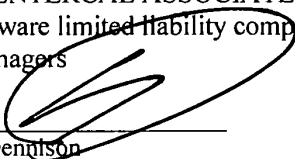
9. It is hereby understood that any parties securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

IN WITNESS WHEREOF, the parties have caused this Right-of-Way and Easement Grant to be executed as of the ____ day of _____, 2020.

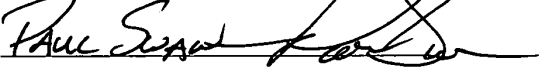
RIVERTON CENTERCAL 2, LLC,
a Delaware limited liability company

By: CENTERCAL, LLC,
a Delaware limited liability company,
its sole member

By: CENTERCAL ASSOCIATES, LLC,
a Delaware limited liability company,
its Managers

By: 
Sean Dennison
Senior Vice President/General Counsel

GRANTEE
By: QUESTER GAS COMPANY dba Dominion Energy Utah

Name: 
Its: AUTHORIZED AGENT

STATE OF CALIFORNIA)
 : ss.
COUNTY OF _____)

On _____ before me, _____,
a Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) who name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

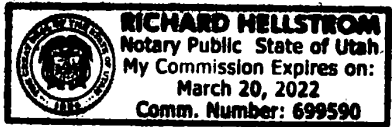
Notary Signature and Seal

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the 14th day of JULY, 2020 personally appeared before me PAUL SWAN, who, being duly sworn, did say that he is Authorized Representative of QUESTAR GAS COMPANY dba Dominion Energy Utah, a corporation of the State of Utah, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors.

Richard Hellstrom

Notary Signature and Seal



CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Los Angeles)

On June 29, 2020 before me, Gabriel Roberts, Notary Public
(here insert name and title of the officer)

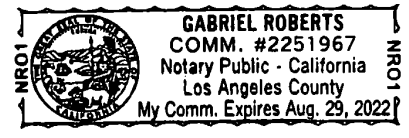
personally appeared Seun Dennyson

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *[Handwritten Signature]*



(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) _____ Title(s)
- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information	
Method of Signer Identification	
Proved to me on the basis of satisfactory evidence:	
<input type="radio"/> form(s) of identification <input type="radio"/> credible witness(es)	
Notarial event is detailed in notary journal on:	
Page # _____	Entry # _____
Notary contact: _____	
Other	
<input type="checkbox"/> Additional Signer(s)	<input type="checkbox"/> Signer(s) Thumbprint(s)
<input type="checkbox"/> _____	